

**EARTHMOVER TIRE
LIMITED WARRANTY
FOR 45, 49, 51, 57, & 63 Inch Rim Diameter Tires**

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 45 – 63 inch rim diameter tires bearing Goodyear prescribed serial numbers and your use of these tires has met Goodyear’s pre-certification requirements.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers all pre-certified Goodyear 45 – 63 inch rim diameter tires presented for adjustment on or after January 1, 2010. The Limited Warranty is in effect for 18 months commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date.

COVERAGE

If any Goodyear 45 – 63 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear’s option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will be in the same amount as the discount that would have been used to calculate the aforementioned customer charge on replacement.

45 – 63 Inch Rim Diameter Tire Wear (Percent of original skid used)																		
	0% 10%	to	11% 20%	to	21% 30%	to	31% 40%	to	41% 50%	to	51% 60%	to	61% 70%	to	71% 80%	to	81% 100%	
PURCHASE DATE	CUSTOMER CHARGE (as a percent of current replacement tire price)																	
6 Months or Less	10%		20%		30%		40%		50%		60%		70%		80%		100%	
12 Months or Less	30%		40%		50%		60%		70%		80%		90%		100%		100%	
18 Months or Less	50%		60%		70%		80%		90%		100%		100%		100%		100%	
More than 18 months	100%		100%		100%		100%		100%		100%		100%		100%		100%	

WARRANTY PRE-CERTIFICATION

Your tire’s application must be pre-certified by a Goodyear Representative (OTR Regional Sales Manager, OTR Field Engineer or OTR Product Support Manager). The certification process may include any of the following: job site audit, TMPH analysis, GPS study, temperature study, and/or a review of onboard machine cycle, payload and productivity information. You will receive a numbered Warranty letter for tires that meet the pre-certification requirement.

WARRANTY LIMITATIONS

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company or Goodyear Canada Inc. (“Goodyear”). No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this Limited Warranty, the tire pre-certification or the Warranty letter a representation that a tire failure cannot occur.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Tires purchased more than 18 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 18 months prior to presentation are not covered.
- Tires operated in an application that has not been pre-certified.
- Tires for which an alternate warranty/guarantee has been negotiated and such guarantee documented in writing by an authorized Goodyear representative.
- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.
- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.
- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.
- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at www.goodyearotr.com).
- Tires operating in excess of the rated Work Capability Factor (WCF).
- Tires operated in applications that are inconsistent with the Equipment's specifications or restrictions.
- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.
- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, such tire will not be adjusted.
- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances), regardless of removal cause.
- Repairs or Retreads.
- **GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, LOST PROFITS, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OWNER'S OBLIGATIONS

- A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative. See back cover for addresses and telephone numbers of Goodyear Service representatives.
- B. You must pay for taxes, mounting and any additional services you order at the time of adjustment. For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.
- C. No claim will be recognized unless the product is inspected and a claim is submitted electronically into Goodyear's OTR Adjustment database by a Goodyear Representative.
- D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.
- E. Adjusted tires will be incapacitated. Disposal of the tire in full conformity with applicable laws is entirely the responsibility of the owner.

WARNING

PROPERTY DAMAGE, SERIOUS INJURY OR DEATH MAY RESULT FROM:

- **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**
Follow owner's manual or tire placard placed in the vehicle.
- ◆ **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**
Only specially trained persons using proper equipment should mount tires.
- ◆ **FAILURE TO DEFLATE TIRES IN SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**
Before loosening any clamps or nuts that attach a multi-piece rim assembly to Equipment, always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Check the valve stem of each tire by running a piece of wire through the stem to make sure it is not plugged. Never attempt to remove a tire from a rim unless the tire is completely deflated.
- ◆ **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**
Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:

Please contact the Goodyear Off-The-Road Tire Action Line
1144 E. Market Street
Akron, OH. 44316
1-330-796-0610

CANADIAN DISTRICT OFFICE:

Goodyear Canada Inc.
450 Kipling Ave.
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